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**AMENDMENT OF OIL, GAS AND MINERAL LEASE**

STATE OF TEXAS           §  
                                       §       KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF TARRANT   §

This Amendment (the "Amendment") to that certain Oil, Gas and Mineral Lease, dated December 17, 2007, recorded as Instrument Number D208023073, Official Public Records, Tarrant County, Texas (the "Lease") by and between **LUMINANT MINERAL DEVELOPMENT COMPANY, LLC**, as "Lessor", and **PALOMA BARNETT, LLC**.

WHEREAS, XTO Energy Inc. ("Lessee") has succeeded to the interest of Paloma Barnett, LLC and is the present owner and holder of the Lease, insofar as it covers Tract 3, Tract 4 and Tract 7 described in Exhibit "A" to the Lease (the "XTO Lands"); and

WHEREAS, Lessor and Lessee desire to amend the Lease in accordance with this instrument.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties do covenant and agree, and hereby amend the Lease, as follows:

The following provision is added to the end of Paragraph 16 of Exhibit "B" to the Lease:

"Notwithstanding the pooling of any tract of the XTO Lands, Lessee shall nevertheless retain and continue to own and possess the right of subsurface ingress and egress, under and through any and all of the XTO Lands for all purposes allowed under the terms of this Lease, including the right to drill under and through any of the XTO Lands for a well under one or more pooled units into which a portion of the XTO Lands has, or will be, pooled."

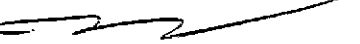
Lessor hereby adopts, ratifies and confirms the Lease as to all of the terms and provisions therein, as hereby amended, and Lessor does hereby grant, lease, let and demise unto XTO Energy Inc., as Lessee, all of the XTO Lands, in accordance with all of the terms and provisions of the Lease, as amended hereby, and Lessor further expressly acknowledges that the Lease, as hereby amended, ratified and revived is a valid and subsisting lease and is in full force and effect as to all of the XTO Lands.

This instrument shall be binding upon and inure to the benefit of Lessor and Lessee, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Amendment to Oil, Gas and Mineral Lease to be duly executed on the 7<sup>th</sup> day of February, 2011, but shall be effective for all purposes as of the date of the Lease.

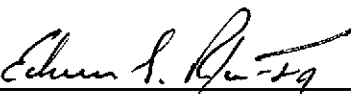
**LESSOR:**

LUMINANT MINERAL DEVELOPMENT COMPANY, LLC

By:   
 H. Gene Reynolds, Jr., Attorney-in-Fact

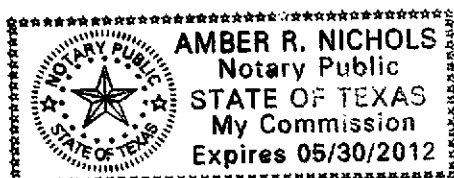
**LESSEE:**

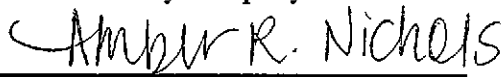
XTO ENERGY INC.

  
 Edwin S. Ryan, Jr.  
 Senior Vice President – Land Administration *KB*

STATE OF TEXAS       §  
                                   §  
 COUNTY OF FREESTONE §

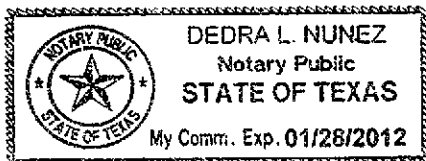
This instrument was acknowledged before me on this 7<sup>th</sup> day of February, 2011, by H. Gene Reynolds, Jr., Attorney-in-Fact for Luminant Mineral Development Company, LLC, a Texas limited liability company, on behalf of said limited liability company.



  
 Notary Public, State of Texas

STATE OF TEXAS       §  
                                   §  
 COUNTY OF TARRANT §

This instrument was acknowledged before me on this 8<sup>th</sup> day of Feb., 2011, by Edwin S. Ryan Jr., Senior Vice President - Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.



  
 Notary Public, State of Texas

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